

# **Exhibit A**

Bond Numbers:

Liberty Mutual Insurance Company:

Federal Insurance Company:

Pacific Indemnity Company:

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION**

SONY MUSIC ENTERTAINMENT, *et al.*,

*Plaintiffs,*

v.

COX COMMUNICATIONS, INC, *et al.*,

*Defendants.*

Case No. 1:18-cv-00950-LO-JFA

**SUPERSEDEAS BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that COX COMMUNICATIONS, INC. and COXCOM, LLC, as Principals, and Liberty Mutual Insurance Company, Federal Insurance Company, and Pacific Indemnity Company, as Sureties, (each a “Surety” and collectively “Sureties”) are held and firmly bound unto PLAINTIFFS<sup>1</sup>, as Obligees, in the

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<sup>1</sup> “PLAINTIFFS” as used herein includes the following entities: all of which are Plaintiffs in the above-captioned action: Sony Music Entertainment, Arista Music, Arista Records LLC, LaFace Records LLC, Provident Label Group, LLC, Sony Music Entertainment US Latin, Volcano Entertainment III, LLC, Zomba Recordings LLC, Sony/ATV Music Publishing LLC, EMI Al Gallico Music Corp., EMI Algee Music Corp., EMI April Music Inc., EMI Blackwood Music Inc., Colgems-EMI Music Inc., EMI Consortium Music Publishing Inc. d/b/a EMI Full Keel Music, EMI Consortium Songs, Inc., individually and d/b/a EMI Longitude Music, EMI Feist Catalog Inc., EMI Miller Catalog Inc., EMI Mills Music, Inc., EMI Unart Catalog Inc., EMI U Catalog Inc., Jobete Music Co. Inc., Stone Agate Music, Screen Gems-EMI Music Inc., Stone Diamond Music Corp., Atlantic Recording Corporation, Bad Boy Records LLC, Elektra Entertainment Group Inc., Fueled By Ramen LLC, Nonesuch Records Inc., Roadrunner Records, Inc., Warner Bros. Records Inc., Warner/Chappell Music, Inc., Warner-Tamerlane Publishing Corp., WB Music Corp., W.B.M. Music Corp., Unichappell Music Inc., Rightsong Music Inc., Cotillion Music, Inc., Intersong U.S.A., Inc., UMG Recordings, Inc., Capitol Records, LLC, Universal Music Corp., Universal Music – MGB NA LLC, Universal Music Publishing Inc., Universal Music Publishing AB, Universal Music Publishing Limited, Universal Music Publishing MGB Limited, Universal Music – Z Tunes LLC, Universal/Island Music Limited, Universal/MCA Music Publishing Pty. Limited, Universal – Polygram International Tunes, Inc., Universal – Songs of Polygram International, Inc., Universal Polygram International Publishing, Inc., Music Corporation of America, Inc. d/b/a Universal Music Corp., Polygram Publishing, Inc., Rondor Music International, Inc., and Songs of Universal, Inc.

Bond Amount of ONE BILLION, TWO MILLION, AND ONE THOUSAND DOLLARS (\$1,002,001,000.00) for the payment of which, well and truly to be made, we bind ourselves, our successors and assigns, severally, by Sureties (subject to the individual Surety limits below), firmly by these presents.

**WHEREAS**, COX COMMUNICATIONS, INC. and COXCOM, LLC have filed or will timely file an appeal to the United States Court of Appeals for the Fourth Circuit from the judgment entered in this action (ECF No. 723);

**NOW THEREFORE**, the conditions of this obligation is such that (i) if the judgment is vacated, then this obligation shall be null and void and released; or (ii) if the appeal is dismissed, or if the judgment is affirmed in whole or in part, and either COX COMMUNICATIONS, INC. or COXCOM, LLC shall pay such judgment plus any interest and other costs awarded as a result of the appeal, then this obligation shall be null and void and released; otherwise this obligation will remain in full force and effect, provided, however, that the maximum amount of liability for each Surety shall be limited to the following amounts:

Liberty Mutual Insurance Company, a Massachusetts Corporation, Five-Hundred-and-One Million Five-Hundred Dollars (\$501,000,500.00) (50%)

Federal Insurance Company, an Indiana Corporation, Two-Hundred-and-Fifty Million Five-Hundred Thousand Two-Hundred-and-Fifty Dollars (\$250,500,250.00) (25%)

Pacific Indemnity Company, a Wisconsin Corporation, Two-Hundred-and-Fifty Million Five-Hundred Thousand Two-Hundred-and-Fifty Dollars (\$250,500,250.00) (25%)

**WHEREAS**, it is expressly provided that the obligation of each Surety shall be several and not joint, and no Surety shall be liable in an amount greater than its respective maximum amount of liability set forth above, nor shall any Surety's liability be increased or affected hereunder in any way whatsoever as a result of the performance or non-performance by any other Surety of

such other Surety's obligation under this Bond. Any claim for payment by PLAINTIFFS arising under this Bond shall be allocated to the percentage of each Surety's limit of liability relative to the aggregate amount of this Bond.

**IN WITNESS WHEREOF**, COX COMMUNICATIONS, INC. and COXCOM, LLC, as Principals, and \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, as Sureties, have hereunto set our hands this \_\_\_\_\_ day of January 2021.

**ATTEST/WITNESS:**

**FOR THE PRINCIPAL:**

**COX COMMUNICATIONS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**COXCOM, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**FOR THE SURETY:**

Liberty Mutual Insurance Company

By: \_\_\_\_\_

Title:

**FOR THE SURETY:**

Federal Insurance Company

By: \_\_\_\_\_

Title:

**FOR THE SURETY:**

Pacific Indemnity Company

By: \_\_\_\_\_

Title:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Deputy Clerk